


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) 		RATING	PAGE OF * PAGES
2. CONTRACT NO.	3. SOLICITATION NO. PR-R1-99-10722	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. PR-R1-99-10722	
7. ISSUED BY (Hand Carried/Courier Address) U.S. EPA REGION I CONTRACTS & PROCUREMENT UNIT (MCP) 1 CONGRESS STREET, 10TH FLOOR Boston, MA 02114		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only) U.S. EPA REGION I CONTRACTS & PROCUREMENT UNIT (MCP) 1 CONGRESS STREET, SUITE 1100 Boston, MA 02114			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and **3** copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until **02:00 PM** local time **4/20/99**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME HILARY E. KELLEY	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 617-918-1904
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8) 	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR 	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE:			
	Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711			
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

NSN 7540-01-152-8064

33-134

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV. 4-85)
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FAR (48 CFR) 53.214©

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIXED PRICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.216-135) (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract:

BASE Period

CLIN	Description	Est. Qty.	Unit	Unit Price	Total
0001	524.2	154	Each		
0001AA	35-day TAT	140	Each	\$ _____	\$ _____
0001AB	14-DAY TAT	14	Each	\$ _____	\$ _____
0001AC	REAP SOP	1	Each	\$ _____	\$ _____
0002	REAP VOA	176	Each		
0002AA	35-day TAT	160	Each	\$ _____	\$ _____
0002AB	14-DAY TAT	16	Each	\$ _____	\$ _____
0002AC	REAP SOP	1	Each	\$ _____	\$ _____
0003	REAP SV	176	Each		
0003AA	35-day TAT	160	Each	\$ _____	\$ _____
0003AB	14-DAY TAT	16	Each	\$ _____	\$ _____
0003AC	REAP SOP	1	Each	\$ _____	\$ _____
0004	REAP P/PCB	220	Each		
0004AA	35-day TAT	200	Each	\$ _____	\$ _____
0004AB	14-DAY TAT	20	Each	\$ _____	\$ _____
0004AC	REAP SOP	1	Each	\$ _____	\$ _____
0005	WSO/FID or NPD	20	Each		
0005AA	35-day TAT	16	Each	\$ _____	\$ _____
0005AB	14-DAY TAT	4	Each	\$ _____	\$ _____
0005AC	REAP SOP	1	Each	\$ _____	\$ _____
0006	REAP PCBs only	44	Each		
0006AA	35-day TAT	40	Each	\$ _____	\$ _____
0006AB	14-DAY TAT	4	Each	\$ _____	\$ _____
0006AC	REAP SOP	1	Each	\$ _____	\$ _____
TOTAL METHODS BASE PERIOD					\$ _____
0007	Labor Hour Pool	1920	Hour		
0007AA	Project Manager	240	Hour	\$ _____	\$ _____
0007AB	Specialist	240	Hour	\$ _____	\$ _____

0007AC	Sample Preparation Supervisor	240	Hour	\$_____	\$_____
0007AD	Quality Assurance Officer	120	Hour	\$_____	\$_____
0007AE	Operator	480	Hour	\$_____	\$_____
0007AF	Preparation Lab Chemist	480	Hour	\$_____	\$_____
0007AG	Sample Custodian	48	Hour	\$_____	\$_____
0007AH	Document Control Officer	72	Hour	\$_____	\$_____

TOTAL LABOR HOUR POOL BASE PERIOD \$_____

TOTAL BASE PERIOD: \$_____

Option Period I

CLIN	Description	Est. Qty.	Unit	Unit Price	Total
1001	524.2 Modified	77	Each		
1001AA	35-day TAT	70	Each	\$_____	\$_____
1001AB	14-DAY TAT	7	Each	\$_____	\$_____
1002	REAP VOA	88	Each		
1002AA	35-day TAT	80	Each	\$_____	\$_____
1002AB	14-DAY TAT	8	Each	\$_____	\$_____
1003	REAP SV	88	Each		
1003AA	35-day TAT	80	Each	\$_____	\$_____
1003AB	14-DAY TAT	8	Each	\$_____	\$_____
1004	REAP P/PCB	110	Each		
1004AA	35-day TAT	100	Each	\$_____	\$_____
1004AB	14-DAY TAT	10	Each	\$_____	\$_____
1005	WSO/FID or NPD	10	Each		
1005AA	35-day TAT	8	Each	\$_____	\$_____
1005AB	14-DAY TAT	2	Each	\$_____	\$_____
1006	REAP PCBs only	22	Each		
1006AA	35-day TAT	20	Each	\$_____	\$_____
1006AB	14-DAY TAT	2	Each	\$_____	\$_____

TOTAL METHODS OPTION PERIOD I \$_____

1007	Labor Hour Pool	960	Hour		
1007AA	Project Manager	120	Hour	\$_____	\$_____
1007AB	Specialist	120	Hour	\$_____	\$_____
1007AC	Sample Preparation Supervisor	120	Hour	\$_____	\$_____
1007AD	Quality Assurance Officer	60	Hour	\$_____	\$_____

1007AE	Operator	240	Hour	\$_____	\$_____
1007AF	Preparation				
	Lab Chemist	240	Hour	\$_____	\$_____
1007AG	Sample Custodian	24	Hour	\$_____	\$_____
1007AH	Document Control				
	Officer	36	Hour	\$_____	\$_____

TOTAL LABOR HOUR POOL OPTION PERIOD I \$_____

TOTAL OPTION PERIOD I: \$_____

Methods: Unit prices for the methods shall include all materials, labor, equipment, and other costs associated with conducting laboratory analyses.

Labor Hour Pool: The labor rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, materials, and profit.

The contractor shall voucher for only the analyses and/or hours actually provided as called for in individual task orders and accepted by the EPA Project Officer. The Government shall pay the contractor for the life of the task order at rates in effect when the task order was issued, even if performance under the task order crosses into the option period.

Note: SOP lump sum price per method is REAP Specific SOP addressing sample preparation and analytical procedures for method after contract award (see Exhibit E, Section 4, SOW).

B.2 MINIMUM AND MAXIMUM AMOUNTS AND FUNDING

a. Minimum/Maximum:

(1.) The dollar value of the minimum quantity of sample analyses the Government will be obligated to order during the Base Period is \$26,000. The dollar value of the maximum quantity of sample analyses the Government will be entitled to order during the Base Period is \$(to be determined).

(2.) The dollar value of the minimum quantity of sample analyses the Government will be obligated to order during Option Period I is \$13,000. The dollar value of the maximum quantity of sample analyses the Government will be entitled to order during Option Period I is \$(to be determined).

b. Ordering Limitations:

(1.) During the Base Period, the minimum sample analysis ordered by the Government under a task order may be as few as one (1) or as many as twelve hundred (1200). The contractor is not obligated to honor any combination of task orders that together call for quantities exceeding 450 sample analyses during a 120 day period.

(2.) During the Option Period, the minimum sample analysis ordered by the Government under a task order may be as few as one (1) or as many as twelve hundred (1200). The contractor is not obligated to honor any combination of task orders that together call for quantities exceeding 450

sample analyses during a 120 day period.

c. Funding: If more than the stated minimum is ordered, funds will be obligated by the Contracting Officer by issuance of task orders in accordance with the Ordering Clause (FAR 52.216-18) of the contract.

B.3 METHOD DETECTION LIMIT (MDL) STUDIES

The Government may issue Task Order(s) directing the contractor to perform a Method Detection Limit (MDL) Study(ies) in accordance with 40 CFR Part 136 Appendix B and the Regional Environmental Analytical Procurement (REAP) Statement of Work (SOW). MDL Studies will be ordered in accordance with Clause G.2, ORDERING -- METHODS ONLY.

1. There may be a total of 13 MDL studies ordered at the beginning of, or during, the first year of the Base Period. They include:

OREAP-01.0 Method 524.2;
 OREAP-01.0 Volatile Organics, solid;
 OREAP-01.0 Volatile Organics, aqueous;
 OREAP-01.0 Semivolatile Organics, solid;
 OREAP-01.0 Semivolatile Organics, aqueous;
 OREAP-01.0 Pesticide/PCB, solid;
 OREAP-01.0 Pesticide/PCB, aqueous;
 OREAP-01.0 Water Soluble Organics Flame Ionization Detection, solid;
 OREAP-01.0 Water Soluble Organics Flame Ionization Detection, aqueous;
 OREAP-01.0, Water Soluble Organics Nitrogen-Phosphorous Detection solid;
 OREAP-01.0 Water Soluble Organics Nitrogen-Phosphorous Detection; aqueous;
 OREAP-01.0 PCBs only, solid;
 OREAP-01.0 PCBs only, aqueous.

2. There may be a total of 13 MDL studies ordered at the beginning of, or during, the second year of the Base Period. They include:

OREAP-01.0 Method 524.2;
 OREAP-01.0 Volatile Organics, solid;
 OREAP-01.0 Volatile Organics, aqueous;
 OREAP-01.0 Semivolatile Organics, solid;
 OREAP-01.0 Semivolatile Organics, aqueous;
 OREAP-01.0 Pesticide/PCB, solid;
 OREAP-01.0 Pesticide/PCB, aqueous;
 OREAP-01.0 Water Soluble Organics Flame Ionization Detection, solid;
 OREAP-01.0 Water Soluble Organics Flame Ionization Detection, aqueous;
 OREAP-01.0, Water Soluble Organics Nitrogen-Phosphorous Detection solid;
 OREAP-01.0 Water Soluble Organics Nitrogen-Phosphorous Detection; aqueous;
 OREAP-01.0 PCBs only, solid;
 OREAP-01.0 PCBs only, aqueous.

3. There may be a total of 13 MDL studies ordered at the beginning of, or during, the Option Period. They include:

OREAP-01.0 Method 524.2;
 OREAP-01.0 Volatile Organics, solid;
 OREAP-01.0 Volatile Organics, aqueous;

OREAP-01.0 Semivolatile Organics, solid;
 OREAP-01.0 Semivolatile Organics, aqueous;
 OREAP-01.0 Pesticide/PCB, solid;
 OREAP-01.0 Pesticide/PCB, aqueous;
 OREAP-01.0 Water Soluble Organics Flame Ionization Detection, solid;
 OREAP-01.0 Water Soluble Organics Flame Ionization Detection, aqueous;
 OREAP-01.0, Water Soluble Organics Nitrogen-Phosphorous Detection solid;
 OREAP-01.0 Water Soluble Organics Nitrogen-Phosphorous Detection; aqueous;
 OREAP-01.0 PCBs only, solid;
 OREAP-01.0 PCBs only, aqueous.

B.4 LABOR HOUR POOL

It may be necessary under this contract to utilize the contractor's expertise to provide sample analysis for: lower levels of detection than those indicated in the fixed price portion of the Statement of Work, matrices other than those in the fixed price portion of the Statement of Work, problem matrices which may require additional cleanup or analytical procedures, and additional analytical techniques which may be required to accomplish site specific goals. The Labor Hour Pool will be a mechanism whereby the Agency can access corporate expertise on an as-needed basis.

Task Orders will be issued specifying the statement of work (SOW) and background. The contractor will submit a work plan describing the planned approach and labor categories and hours to accomplish the required analytical services. The contractor shall not proceed with work under the task order until the work plan has been approved by the Contracting Officer.

The task order price shall be based on the fixed hourly rates in Clause B.1. Fixed rates include the following expenses: salaries, overhead, general and administrative expenses, office and laboratory expenses, and fee/profit. The "Straight Time Rates" shall be charged for the 40 hours worked by an employee during any 7-day weekly period. EPA shall not reimburse the contractor at straight time rates after 40 hours of work in any 7-day weekly period for exempt (i.e. salaried professionals) employees unless the employee is actually paid straight time rates.

Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours to be performed.

The Labor Hour Pool shall be limited to the following maximum amounts as follows:

Base Period	\$ (to be determined)
Option Period I	\$ (to be determined)

These amounts cannot be exceeded without prior written approval of the Contracting Officer. The existence of this pool does not obligate the Government to utilize the pool. If the pool is under-utilized, there may be a unilateral decrease in the amount of the pool representing the unused portions.

B.5 REQUIRED SERVICES AND PRICES

The contractor shall provide analytical services for the methods specified in the contract. The fixed rates proposed herein shall include expenses for wages or salaries, labor costs, fringe benefits, overhead, and general and administrative expenses, materials, and profit.

The quantities specified in the schedule for analyses and labor are estimates only. The estimated quantity of each line item may be greater or less than the amount specified as long as the maximum contract value is not exceeded.

The contractor shall maintain the technical capability to perform the required analytical services and maintain an acceptable level of qualified personnel, equipment, and systems, as delineated in the Statement of Work (Attachment A) and Qualification Requirements (Attachment B), throughout the period of contract performance. The contractor shall perform analytical methods, applying QA/QC processes, to submit analytical data of known and documented quality, as defined in the Statement of Work.

The majority of samples analyzed under this contract will be collected from Region I hazardous waste sites in support of the Superfund Program for the purposes of enforcement and remedial action. The contractor must adhere strictly to all methods and procedures specified herein so that resultant analytical data will be usable for the intended purposes.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment A.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any

work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (APR 1997)

(a) Executive Order 12873 of October 20, 1993, entitled "Federal Acquisition, Recycling, and Waste Prevention" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items

with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory notices (RMANS). THE CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the EPA Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
New England Regional Laboratory
Office of Environmental Measurement & Evaluation (OEME)
60 Westview Street
Lexington, MA 02421

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 PERIOD OF PERFORMANCE

The base period of performance is 24 months from the effective date on the contract award document. The total contract will include an option to extend the period of performance an additional 12 months.

F.3 REPORTING REQUIREMENTS AND DELIVERABLES

(a) Weekly Progress Reports: The contractor shall submit weekly progress reports every Tuesday for the prior week's activities. The report shall include:

(i) Methods: A spreadsheet with the EPA Case Number, SDG Number, Field Sampler Corporate Name, all billable EPA sample numbers, the EPA sample numbers with the number of samples identified by matrix, parameter requested, date samples were received (VTSR), the date to be shipped as required by the task order, and the date a data package was shipped to EPA.

(ii) Labor Hour Pool: A spreadsheet with the EPA Case Number, SDG Number, Field Sampler Corporate Name, all billable EPA sample numbers, the EPA sample numbers with the number of samples identified by matrix, parameter requested, date samples were received (VTSR), amounts invoiced to date per task and available balance.

(b) Other reports and deliverables: Other reporting and deliverables requirements are to be made in accordance with the schedule established in Exhibit B of the Statement of Work (Attachment A).

F.4 LOCATION OF PERFORMANCE

All work performed under this contract including sample analysis must be at the location shown below. This restriction is based on that location

meeting the pre-award qualifications and evaluations. (Note: Offeror must fill in the address of the physical location of the laboratory. Only one location may be specified to be used in performance.)

Telephone No. _____

**F.5 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150)
 (JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

**EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
 AND PAPER PRODUCTS**

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50

Form bond including computer	50
paper and carbonless	
Book papers	50
Bond papers	50
Ledger	50
Cover stock	50
Cotton Fiber papers 25.....	50

TISSUE PRODUCTS:

Toilet tissue	20
Paper towels	40
Paper napkins	30
Facial tissue	5
Doilies	40
Industrial wipes	0

UNBLEACHED PACKAGING:

Corrugated boxes	35
Fiber boxes	35
Brown papers (e.g. bags).....	5

RECYCLED PAPERBOARD:

Recycled paperboard products	80
Pad backing	90

**F.6 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160)
(JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers: None.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 ORDERING--METHODS

(a) Delivery or performance of analytical services under this contract shall be made only as authorized by orders issued in accordance with Clause G.1, ORDERING BY DESIGNATED ORDERING OFFICERS.

(b) The government is obligated to make payment only for work satisfactorily performed and completed under each task order.

(c) All analytical methods described in Exhibit D of the Statement of Work (Attachment A) shall be ordered by individual task orders specifying the type and quantities of analyses to be provided from the schedule (Clause B.1, FIXED PRICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT).

(d) A separate Optional Form 347, Order for Supplies and Services, will be issued for each task order. Each task order will include:

(i) Date of the order, contract number, task order number, name of responsible EPA official for providing technical direction under the task

order, accounting and appropriation data, total fixed price of the order, required response time, and required completion date.

(ii) The task order statement of work will specify by CLIN the number and type of method(s) to be performed.

(e) Upon receipt of a task order, the contractor shall acknowledge receipt of the order in writing within one (1) week after its issuance date. Such acknowledge shall be submitted to the Contracting Officer responsible for administration of this contract.

(f) The total amount of the task order will be a firm fixed price established based on the fixed rates in Clause B.1.

(g) A Standard Form 30, Modification of Contract, will be used by the Contracting Officer to modify all task orders.

G.3 ORDERING--LABOR HOURS

(a) Delivery or performance of analytical services under this contract shall be made only as authorized by orders issued in accordance with Clause G.1, ORDERING BY DESIGNATED ORDERING OFFICERS.

(b) The Government is obligated to make payment only for work satisfactorily performed and completed under each task order.

(c) All analytical services which utilize the Labor Hour Pool (Clause B.3) shall be ordered by individual task orders.

(d) A separate Optional Form 347, Order for Supplies and Services, will be issued for each task order and will include:

(i) Date of the task order, contract number, task order number, name of responsible EPA official for providing technical direction under the task order, accounting and appropriation data.

(ii) Specific statement of work, including historical site information. The Government will define the basic performance requirements, stating what the end results should be.

(e) Upon receipt of a task order, the contractor shall submit two (2) copies of a workplan (one to the Contracting Officer; one to the Project Officer). The workplan shall be submitted seven (7) calendar days after the task order is issued and shall include the following:

(i) Contractor's technical proposal for sample preparation and analysis whereby the end results identified by the Government shall be achieved. The technical proposal shall be presented in accordance with Attachment C, WORK PLAN ELEMENTS:

(ii) Contractor's detailed price proposal to perform the

analytical services as proposed. The price proposal shall be based upon the fixed unit rates specified in Clause B.1 (FIXED PRICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT). The price proposal shall be presented in accordance with Attachment C, WORK PLAN ELEMENTS.

(f) Within fourteen (14) calendar days after receipt of the workplan, the Contracting Officer will provide written approval or disapproval of it to the contractor.

(g) The total amount of the task order will be a firm fixed price established based on negotiations between the contractor and the Government.

(h) A Standard Form 30, Modification of Contract, will be used by the Contracting Officer to modify all task orders.

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (SEP 1990)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and four copies. The contractor shall submit the invoice to the following offices/individuals in the contract: original and one copy to the accounting operations office; two copies to the project officer (the project officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b)(1) If this is a cost-reimbursement contract, the contractor shall prepare the invoice or request for contract financing payment in accordance with EPA Form 1900-34, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost Reimbursement Type Contracts" or EPA Form 1900-34A, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost-Plus-Award-Fee (CPAF) Type Contracts." If the contract is a cost-reimbursement term-form contract under which contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall include a summary of amounts claimed against each work assignment.

(b)(2) The invoice for a cost-reimbursement contract shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(c)(1) If this is an indefinite delivery/indefinite quantity contract, the invoice or request for contract financing payment shall include a summary of amounts claimed against each delivery order, unless otherwise specified.

(c)(2) The invoice for an indefinite delivery/indefinite quantity contract shall indicate charges by major categories such as labor, travel, equipment, subcontracts, and consultants. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each

subcontract.

(d) Invoices must clearly indicate the period of performance for which payment is requested and include EPA accounting information necessary to process payments. Separate invoices are required for charges applicable to the basic contract and for each option period. If contract work is ordered through individual work assignments or delivery orders, invoices must show current and cumulative charges by work assignment or delivery order number and EPA accounting information. When contracts, work assignments or delivery orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars, unless otherwise specified. Required accounting information includes the account number shown in block 14 of the SF 26, block 21 of the SF 33, block 12 of the SF 30, or on the individual work assignment or delivery order (separate invoices shall be submitted for each delivery order).

(e) When the contractor invoices on a monthly basis, the period covered by requests for contract financing payments must be the same as the period for monthly progress reports required under this contract. If, in accordance with FAR 52.216-7, the contractor submits requests for contract financing payments more frequently than monthly, one payment request each month must have the same ending period of performance as the monthly progress report. Where cumulative amounts on the monthly progress report differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the payment request.

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer: TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer: TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.6 RISK OF LOSS TO GOVERNMENT SAMPLES

The contractor must maintain custody of the samples and assumes the risk of and shall be responsible for any loss or destruction of, or damage to, samples provided for analysis upon their delivery. As a consequence of any loss or destruction of, or damage to, the samples the contractor may be liable for any re-sampling, re-analysis, and associated administrative costs related to those samples. However, the contractor is not responsible for the samples properly consumed in the analysis. Upon loss, destruction of, or damage to the Government provided samples, the Contracting Officer may initiate an equitable adjustment in favor of the Government.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.2 YEAR 2000 COMPLIANCE

All computer software or programs must be year 2000 compliant.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer.

This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard

services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 ANNUAL CERTIFICATION (EPAAR 1552.210-80) (MAY 1994)

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

H.6 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 1 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

to be determined

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
-----	-----	-----
Option Period I	to be determined	to be determined

H.7 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first

generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.8 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or

from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.9 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI

only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.10 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (APR 1996)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall submit a certification statement to the Chief of the ISB, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.11 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2)

may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from

competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.12 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel: TO BE COMPLETED AT TIME OF CONTRACT AWARD.

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.13 SUBCONTRACTING

Subcontracting of any tasks required in the Statement of Work is not allowed.

H.14 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JAN 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING

52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-33	AUG 1996	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the

Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 GOVERNMENT AUDIT OF CONTRACTOR FACILITY

During the contract period of performance, the Government may audit the contractor's operation as specified in the Statement of Work (Attachment A) Exhibit E, in order to determine whether the contractor is maintaining its ability to meet the terms and conditions of this contract. These audits may or may not be preplanned so that the Government auditors have the opportunity to observe how work in process is normally being performed. These audits will not unduly interfere with the Contractor's performance.

I.5 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract effective date through sixty (60) days prior to the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) calendar days beyond the expiration date of the contract.

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
General Clerk IV	\$11.48
Laboratory Technician	\$12.80
Programmer	\$17.40

I.8 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)

An SCA wage determination applicable to this work has been requested from

the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor N/A and the N/A (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.9 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (FAR 52.222-49) (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: (To be determined upon receipt of proposals). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by contract award date.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

ATTACHMENTS

- A STATEMENT OF WORK
 - EXHIBIT A: SUMMARY OF REQUIREMENTS
 - EXHIBIT B: REPORTING AND DELIVERABLES REQUIREMENTS
 - EXHIBIT C: TARGET ANALYTE LIST AND CONTRACT REQUIRED QUANTITATION LIMITS
 - EXHIBIT D: ANALYTICAL METHODS
 - EXHIBIT E: QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES AND REQUIREMENTS
 - EXHIBIT F: STANDARD OPERATING PROCEDURES
- B MINIMUM QUALIFICATIONS FOR PERSONNEL
- C WORKPLAN ELEMENTS
- D PAST PERFORMANCE QUESTIONNAIRE
- E CLIENT AUTHORIZATION LETTER
- F INVOICE INSTRUCTIONS SF1034
- G CHECKLIST/WORKSHEETS
 - G-1 EXPERIENCE/REFERENCE WORKSHEETS
 - G-2 EQUIPMENT SUMMARY
 - G-3 DESIGNATED PERSONNEL QUALIFICATION SUMMARY
 - G-4 PERFORMANCE EVALUATION SAMPLE SCORESHEET
 - G-5 PERFORMANCE EVALUATION SAMPLE DATA PACKAGE SCORESHEET
 - G-6 INSTRUCTIONS FOR SAMPLE SCENARIO ORAL PRESENTATION
- H ON-SITE LABORATORY EVALUATION
 - H-1 EVENT SEQUENCE FOR PREAWARD SITE EVALUATION
 - H-2 ON-SITE LABORATORY EVALUATION CHECKLIST

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)
DEVIATION**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3)

above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and

similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as **G** an individual, **G** a partnership, **G** a nonprofit organization, **G** a joint venture, or **G** a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as **G** an individual, **G** a partnership, **G** a nonprofit organization, **G** a joint venture, or **G** a corporation, registered for business in (country) _____.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **G** intends, **G** does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of

this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.7 SMALL BUSINESS PRORAM REPRESENTATIONS (FAR 52.219-1) (*) (****)
ALTERNATE II (JAN 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8734 Testing Laboratories.

(2) The small business size standard is \$5 million annual receipts.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It { } is, { } is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It { } is, { } is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy

of the HUBZone representation.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1998)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13

CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide

for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.13 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.16 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)

Offerors or quoters are requested to provide information regarding the

following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:
.....

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$.....

Government fixed-price prime contracts
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Actual Cost	Estimated/ Cost	Standard
Estimating System			
Job Order	
Process	
Accumulating System			
Job Order	
Process	

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits
Overhead
G&A Expense
Other

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department
Contracting Department
Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

K.17 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.18 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:_____

Title :_____

Date : _____

**K.19 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1)
(FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	APR 1998	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (OCT 1997) ALTERNATE I (OCT 1997)

(a) Definitions. As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.
 (1) Unless other methods (e.g., electronic commerce or facsimile) are

permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and-

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received. (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the

factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Fixed Unit Price, Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Hilary E. Kelley

Hand-Carried Address:

U.S. EPA Region I
Contracts & Procurement Unit (MCP)
1 Congress Street, 10th Floor
Boston, MA 02114-2023

Mailing Address:

U.S. EPA Region I
Contracts & Procurement Unit (MCP)
1 Congress Street, Suite 1100
Boston, MA 02114-2023

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be

accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

**L.6 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.7 DISCLOSURE STATEMENT FOR ORGANIZATIONAL CONFLICTS OF INTEREST

(a) The section K provision, ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify whether or not it is aware of any potential organizational conflict of interest. If the offeror is aware of any potential conflict of interest, the provision of section L, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement with its proposal describing all relevant information concerning any current or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) The Agency has determined that a firm that has its own laboratory and would be performing sampling and cleanup activities at CERCLA and RCRA sites for the Agency will likely have a conflict of interest in relation to the requirements of this solicitation.

(c) Firms responding to this solicitation are required to disclose such business relationships. The disclosure statement must address actual or potential organizational conflict of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror. In addition to identifying actual or potential organizational conflicts of interest, the disclosure statement shall describe how any such conflicts can be avoided,

mitigated, or neutralized. The Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(d) The purpose of requiring the information covered by paragraph (c) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. There is no set formula for determining how the business relationship would result in a determination by the contracting officer that award to a particular offeror would not be in the best interests of the Government due to organizational conflict of interest concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, mitigating, or neutralizing such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

L.8 PROPOSED CONTRACT START DATE

For proposal preparation purposes, offerors may assume a contract start date of November 1999.

L.9 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than ten (10) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.10 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Each offeror must (1) submit an offer, (2) submit a written technical proposal, and, if determined to be in the competitive range, (3) analyze pre-award performance evaluation samples and provide an acceptable data package, (4) make an oral presentation to demonstrate the offeror's understanding of the Government's requirement.

In addition to requirements specified in FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS, offers must include the following:

Standard Form 33, "Solicitation, Offer, and Award", with blocks 12 through 18 completed by the offeror.

RFP Section B, "Supplies or Services and Prices/Costs", completed by the offeror in accordance with the provisions in Section L entitled "Instructions for Preparation of Price Proposals".

RFP Section F, "Deliveries or Performance", Paragraph F.6, PLACE OF PERFORMANCE, completed.

RFP Section K, "Representations, Certifications and Other Statements of

Offerors", completed by the offeror.

Written proposal in accordance with the provisions in Section L entitled "Instructions for Preparation of Written Technical Proposals".

NOTE: Failure to complete and submit any of these documents may result in an offeror being eliminated from further consideration under this solicitation.

L.11 INSTRUCTIONS FOR PREPARATION OF WRITTEN TECHNICAL PROPOSALS (PHASE ONE)

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the Technical proposal.

(2) Special technical proposal instructions: **You are advised to closely read the technical proposal instructions and technical evaluation criteria before preparing a technical proposal.** The technical proposal will consist of two (2) phases. Phase One will consist of: evaluation of the offeror's capability (corporate experience, facility & equipment, and personnel) based on the written technical proposal and evaluation of the offeror's past performance. The Past Performance Questionnaires (Attachment D) will be used to contact references and to evaluate the offerors' past performance. Phase Two will consist of analysis of pre-award Performance Evaluation (PE) samples, and require an oral presentation to the Government by offerors determined to be in the competitive range. Phase Two will only be conducted with those firms determined to be in the competitive range.

(3) The following sections provide further details regarding the technical proposal. Please note that the terms "offerors", "you", "your", etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

(4) Written technical proposals shall consist of four sections: Corporate Experience, Personnel, Facilities & Equipment, and Past Performance. The evaluation criteria are detailed in Section M of the RFP. Further detail on the format and content of the requested information is discussed below. The specified forms are attachments to the solicitation.

A. GENERAL INSTRUCTIONS

The written technical proposals shall be prepared using the following guidance:

1. **Length** - The maximum length of the written technical proposals shall be limited to 50 typewritten pages (25 double sided pages; anything in excess of 50 typewritten pages will not be considered) on 8 ½ x 11" paper, using no less than 10 point character size and no less than an average of 3/4" all around for margins. Written technical proposals must be submitted in an original and three (3) copies. The following items are *excluded* from the above stated page limitation: letters of transmittal, cover page, table-of-contents, and dividers. Resumes and Past Performance

Questionnaires are not excluded from the above stated 50 page limitation. Foldout pages are considered as the total number of 8-1/2 by 11 inch pages or fractions thereof that they fit. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal and adhering to the recommended page limitation.

2. **Organization and Content** - Offerors are advised to provide **all the information in the order and format specified below.** The offeror's written technical proposal must provide a sufficient basis for a thorough evaluation of the proposal offeror's capability and past performance in accordance with the evaluation criteria set forth in Section M. Offerors should submit their proposals in a format which follows the topics identified below:

- a. Corporate Experience (Information requested in the below Part B, Paragraph 1 and Attachment G-1)
- b. Facility and Equipment (Information requested in the below Part B, Paragraph 2 and Attachment G-2)
- c. Personnel (Information requested in the below Part B, Paragraph 3 and Attachment G-3)
- d. Past Performance (See below Part B, Paragraph 4).

3. **Prohibition of Pricing Data** - All pricing information must be omitted from the technical proposal.

4. **Exceptions** - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained in the proposal. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.

B. WRITTEN TECHNICAL PROPOSAL - CONTENT & FORMAT

1. Corporate Experience

Offerors shall provide a description of their corporate experience in providing services that are the same or similar as those in the analytical requirements, data reporting requirements, methods for sample preparation and analysis, number of samples, sample matrices, QA/QC requirements, data deliverables detailed in the Statement of Work [RFP Attachment A].

Specifically, offerors shall submit (1) a list of current and completed contracts and/or subcontracts as described below and (2) completed Attachment G-1, "Experience/Reference Worksheet", as described below.

a. Offerors shall submit a list of all or five (5) contracts and subcontracts currently in process, or completed within the past three (3) years, which are similar in nature (i.e. scope, magnitude and complexity) and directly related to this requirements in this RFP. Contracts listed may include those entered into with Federal, State and local governments, and commercial businesses. Specifically, the offeror shall provide the following information for each contract/subcontract:

- i. name of government contracting organization/commercial

- business;
- ii. contract title and number;
- iii. contract type and total contract/subcontract value;
- iv. brief description of the technical activities conducted under contract/subcontract and the technology areas involved (provide method references, matrices, etc.);
- v. period of performance;
- vi. Contracting Officer and telephone number;
- vii. Program Manager and telephone number;
- viii. any affiliation between offeror and client

This list should demonstrate the offeror's experience in managing contracts that are similar to the scope (same routine analytical methods and non-routine analyses), dollar amount and complexity of this requirement.

The list should demonstrate the offeror's ability to perform routine and alter routine protocol to accommodate either a non-homogenous or unusual environmental matrix, lowered detection limits for specific data quality objectives or an alternate approach to a routine environmental analysis. The non-routine protocol requires data reporting and QA/QC requirements similar to those of the analytical requirements described in Exhibit D of the SOW.

b. **Offerors shall complete and submit Attachment G-1, "Experience/Reference Worksheets"**. Three (3) worksheets shall be completed and submitted for the analytical methods described in Exhibit D of the SOW; one (1) worksheet for a non-routine protocol analysis for which the Labor Hour Pool will be utilized.

2. Facility and Equipment

Offerors shall describe their facility and their ability to provide and maintain the equipment required to perform the requirements of the Statement of Work. Offerors shall provide the following:

a. a floor plan of the facility which delineates the laboratory space where the analytical services will be performed under this contract. The floor plan shall identify the following:

- (i) Sample Receipt Area
- (ii) Sample Storage Area
- (iii) Sample Preparation Area
- (iv) Sample Analysis Area
- (v) Data Package Assembly Area
- (vi) Location of required equipment specified in Attachment G-2

b. a brief detailed description of these areas and how the layout contributes to efficient and effective laboratory operations whereby contract requirements (i.e., QA/QC, chain-of-custody) will be met.

c. an inventory of their available equipment using the format identified in Attachment No. G-2, "Equipment Summary". **The minimum type and amount of equipment required has been identified in this attachment.** The inventory must include the manufacturer, model, serial number, software

revision and month and year of installation of the instrumentation.

d. a description of the maintenance program for all equipment, including data systems. This requirement may be fulfilled by either service agreements with a manufacturer or a laboratory instrumentation specialist on staff.

3. Personnel

a. Offerors shall provide resumes for the following key personnel: Laboratory Manager, Project Manager, Quality Assurance Officer, GC/MS Laboratory Supervisor, GC/MS Interpretation Specialist, GC Laboratory Supervisor, Pesticide/PCB Analysis Expert, and Sample Preparation Laboratory Supervisor. Each resume shall include the following information:

i. Education: Shall include the type of degree (e.g., B.S. in Chemistry, High School diploma), the institution granting the degree, and the year of the degree or diploma.

ii. Experience: Shall include the dates of employment, by month and year (i.e. From 10/90 to present), the employer and location, the job title, specific responsibilities (the number of months and years performing each responsibility must be included), task and/or analyses performed, and the instrumentation used. The resume should highlight information pertinent to the requirements of the contract.

The resumes shall demonstrate that the proposed personnel possess the minimum qualifications (i.e., the education and experience stated Attachment B) necessary to successfully manage and perform the statement of work (SOW).

b. Offerors shall provide a summary of the education and experience of all personnel in the format provided in Attachment G-3, "Designated Personnel Qualification Summary". If the labor category titles used in the RFP do not exactly match the titles normally used in the offeror's company, the offeror shall provide the following information:

i. A statement of the offeror's normally used nomenclature for each labor category included in the RFP, together with a copy of the offeror's own description of duties for each labor category.

ii. Verification that any such category meets or exceeds the requirements of the RFP.

. The personnel qualification summary (Attachment G-3) shall demonstrate that the proposed personnel possess the qualifications (i.e., the education and experience stated in Attachment B) necessary to successfully manage and perform the statement of work (SOW).

c. Personnel availability: The offeror should demonstrate that key and staff personnel are available/will be available to work on the contract if the offeror is selected for award. The offeror shall indicate which key personnel are current employees, which are proposed new hires, and the percentage of time each individual would be available for this project. The

offeror must verify that no key personnel will be replaced for a minimum of 90 days following contract award in accordance with the provisions of Clause H.8, "Key Personnel". For key and staff personnel who are not permanent employees at the time of proposal submission, the offeror must include acceptable proof of mutual agreement to hire. To be acceptable, this must be a letter for each proposed new employee on the offeror's or offeror's subcontractor's letterhead, stating the individual's agreement to become a permanent employee of the offeror's/subcontractor's organization in the event of award. The letter must be signed by the offeror and the proposed new employee.

4. Past Performance

a. The list of corporate experience required above and completed "Experience/Reference Worksheets" (Attachment G-1) will be used as references for the offeror's past performance on contracts and subcontracts currently in process, and/or completed within the past three (3) years, which are similar in nature (i.e. scope, magnitude, and complexity) to this requirement.

b. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

(2) If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

c. If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions.

d. Offerors must send Client Authorization Letters (see Attachment E of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.

e. Each offeror may describe any quality awards or certifications that

indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

f. Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire (Attachment D) will be used to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

g. The Contracting Officer will retain the information collected on past performance in the official contract file.

L.12 DEMONSTRATION OF TECHNICAL ABILITY (PHASE TWO)

Phase Two will consist of analysis of pre-award Performance Evaluation (PE) samples and an oral presentation to the Government by offerors determined to be in the competitive range. Phase Two will only be conducted with those firms determined to be in the competitive range.

A. PERFORMANCE EVALUATION SAMPLES AND DATA PACKAGE

Offerors shall be required to satisfactorily analyze pre-award Performance Evaluation Samples and provide an acceptable data package in order for the government to determine the offeror's technical ability to perform organic sample analyses under the terms and conditions of this contract.

In order to determine the technical ability to adequately perform the tasks outlined in this contract, all offerors will be required to satisfactorily meet the acceptable performance limits, identified below, for **both** of the following Performance Evaluation Sample Criteria: (1) Performance Evaluation Sample (PES) Analysis, and (2) Performance Evaluation Sample (PES) Data Package

Acceptable performance for both of the above criteria is required for offeror laboratories to be considered capable of meeting the operational and quality standards required by this contract. For this solicitation, Acceptable Performance is defined as follows: (1) for the PES Analysis, a minimum score of 75% out of 100% must be achieved; and (2) for the PES Data Package, an acceptable score is \geq 269 pts.

Only offerors with acceptable performance on the PES Analysis will be evaluated on the Data Package submission. The Contracting Officer or his/her designee will provide Performance Evaluation Sample Instructions at the time of the Performance Evaluation Sample distribution defining the following requirements:

- Turnaround time for PES results and documentation
- PES preparation procedures
- Performance Evaluation Sample analysis and reporting requirements, if different from the OREAP SOW
- Address(es) for submission of data and offeror supplied documentation

Offerors shall submit their PES data packages on or before the date stipulated in the PES Instructions. A PES data package that is not received by the Government by this deadline will be handled in accordance with FAR Clause 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (OCT 1997). To guarantee that your data will be evaluated and scored within the time frame to insure eligibility for award, the PES data package must be received no later than the date or number of days specified in the PES Instructions.

PES Analysis - PES evaluation, the offeror will be given Performance Evaluation Samples to be analyzed in strict accordance with the technical methodology defined in the OREAP SOW. The PES must be analyzed by the offeror's laboratory, the offerors analytical equipment, and the offeror's personnel (i.e., subcontracting of the REAP Performance Evaluation Samples will not be allowed and will result in the disqualification of the offeror from the solicitation). The PES are comprised of ampulated spiking concentrates for subsequent dilution into full volume aqueous PES. Specific PES Instructions will be provided at the time of PES distribution. The offerors are required to inspect the PES shipment upon arrival (at the verified time of sample receipt, or VTSR) and report any discrepancies or broken ampules for replacement within 48 hours of VTSR to the Contracting Officer. Requests for additional materials made after the two day deadline may not be honored. All other solicitation inquiries must be directed to the Contracting Officer. The offerors PES results will be evaluated against the elements and weights identified in Attachment G-4, Performance Evaluation Sample (PES) Analysis Score Sheet, to determine that acceptable performance has been met.

PES Data Package - The offeror will be required to provide a complete PES Data Package for evaluation that is fully compliant and complete with all the analytical and reporting requirements defined in the REAP SOW. The offerors PES Data Package will be evaluated against the elements and weights identified in Attachment G-5, the Performance Evaluation Sample (PES) Data Package Score Sheet, to determine that acceptable performance has been met.

B. INSTRUCTIONS FOR ORAL PRESENTATIONS (PHASE TWO)

1. GENERAL

Offerors determined to be in the competitive range will be required to

demonstrate and present their technical knowledge of, and approach to, addressing the issues identified in the "Sample Scenario" through an oral presentation. The Sample Scenario presents an analytical challenge for non routine sample preparation and analysis. The sample scenario will be provided to the offerors five (5) hours prior to their scheduled presentation. The offeror will have four (4) hours to prepare a presentation with summarized documentation to accomplish the task described in the sample scenario. After the oral presentation and a break, the offerors will be asked questions which relate to their presentation. The purpose of the oral presentation will be to obtain information to assess the offerors' understanding of the Statement of Work, their knowledge and expertise in performing non routine protocols, and their proposed key personnel' expertise and knowledge. Only key personnel specifically identified in the written proposal and the Document Control Officer will be allowed to participate in the Oral Presentation.

The sole purpose of the oral presentation is to test the offeror's knowledge of the non-routine protocol requirements which will be ordered under the Labor Hour Pool of the prospective contract. The oral presentation and the question and answer session will not constitute a part of the offer and the information communicated thereby will not become a part of any contract resulting from this RFP. Neither the oral presentation nor the question and answer session will constitute discussions, nor will they obligate the Government to conduct discussions or to solicit or entertain any proposed revisions.

2. SCHEDULE FOR PRESENTATIONS

Presentations will be scheduled with offerors as soon as possible after the closing date for receipt of proposals. The order in which offerors will make their presentation to the Government will be determined by a drawing of lots by the Contracting Officer after determination of the competitive range. The presentations will be scheduled as tightly together as possible. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained and no rescheduling of presentations will be allowed unless determined necessary by the Government to resolve unanticipated problems.

3. PLACE FOR PRESENTATIONS

Presentations shall be performed via teleconference calls.

4. PRESENTATION FORMAT

1. Presentations shall be made by the proposed Program Manager, relevant key personnel and the Document Control Officer. Any exceptions to this requirement must be approved by the Contracting Officer prior to the presentation. Offerors will make their presentations to the EPA selection officials. The presentations must be complete, concise and clear.

2. Offerors shall demonstrate their technical knowledge and understanding of the Statement of Work in presenting their approach to the one Sample Scenario. The presentation shall address:

- a. Offeror's proposed procedures for sample preparation and analysis;
- b. Description of the QA program;
- c. Summary of changes which will be made to the REAP deliverable package;
- d. summary of staffing by labor category and number of hours required to complete the project;
- e. QC summary table.

See Attachment G-6, Instructions for Sample Scenario Oral Presentation.

3. Offerors will be given four (4) hours to respond to the sample scenario. Four (4) hours after receipt of the scenario (which will be one hour prior to the scheduled oral presentation), the offerors shall provide their two page response as described in Attachment G-6.

4. Offerors will be given a total of 45 minutes to make their presentation regarding the sample scenario. During this forty-five minute presentation, offerors will address their technical approach to the sample scenario, discuss sample prep and/or clean-up procedures, instrumentation, QA/QC, deliverables, and staffing. No exceptions to this timeframe will be allowed, and presentations shall not exceed the allotted time.

5. Following the 45 minute presentation on the Sample Scenario and any request for clarifications from the Government, offerors will be allowed a 15 minute break. Following the break, the Government will conduct up to a 45 minute question and answer session. The questions posed by the Government will relate only to the offerors response to the sample scenario. Responses to the questions must be oral.

6. Following each of the 45 minute presentation and 45 minute question and answer session described above, the Government may request clarification of any points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported in the presentation. Any such interchange between the offeror and the Government will be for the purpose of clarification only, and will not constitute discussions within the meaning of FAR 15.610. The Government intends to award a contract without discussions. If the Government determines that discussions and best and final offers (BAFO's) are necessary, the offeror will not be permitted to make any revisions to the oral presentation or to the answers given by the offeror's team during the question and answer sessions in writing or otherwise.

7. NO PRICING information shall be included in the presentation.

L.13 INSTRUCTIONS FOR SUBMISSION OF PRICE PROPOSAL

(a) Offerors shall list fixed unit rates and fixed hourly rates for all methods and categories of labor in Clause B.1, FIXED PRICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT. The fixed rates shall include salary, indirect expenses, equipment costs, other direct costs, and profit. Offerors must propose a price for all unit and labor rates delineated in Clause B.1 to be considered for award.

(b) The requirements of the Service Contract Act shall be taken into consideration. The offeror shall identify which employees are subject to this Act and the offeror's corresponding labor category, if different. When determining the composite base wage rate for the option period, the offeror shall refer to FAR Clause 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR & OPTION CONTRACTS) to ensure that the burdened hourly rates proposed for SCA covered labor categories do not include allowance for any contingency to cover increased cost for which adjustment is provided under this clause.

(c) In the event that there is a difference between the unit price (unit and/or hourly) and the extended total for any line item in Clause B.1, the unit price will be held to be the intended price and the total will be adjusted accordingly.

(d) The offeror's proposed unit prices will be multiplied by the estimated quantities shown in Clause B.1. The total of these line items for the base period plus the option period will comprise the offeror's total price for evaluation purposes.

(e) For the purposes of determining responsibility, the offerors **shall** submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years and any team subcontractors.

Note: The Government anticipates the award of only one contract from this RFP. The estimated quantities shown in Section B are the estimated quantities for the contract.

L.14 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.15 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

L.16 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.17 APPLICABLE SERVICE CONTRACT WAGE DETERMINATION

In accordance with FAR 52.222-49, Service Contract Act -- Place of Performance Unknown, the resultant contract shall be subject to the Service Contract Act. However, as the place of performance is unknown as of the date the solicitation is issued, no wage determination has been requested or attached to the solicitation.

Upon receipt of proposals, the contracting officer will request Wage Determinations for the areas of performance for each offeror proposed. Subsequently, offerors determined to be in the competitive range will be provided a copy of the current wage determination for their area and requested to submit a revised pricing proposal. If the wage determination has no impact to the offeror's pricing proposal, the offeror shall so notify the contracting officer in writing.

L.18 LABORATORY QUALITY ASSURANCE PROGRAM PLAN

Upon the request of the Contracting Officer and prior to contract award, only the apparent successful offeror shall submit a Laboratory Quality Assurance Plan (LQAP) setting forth the offeror's capability for quality assurance. The LQAP shall address all required elements in Exhibit E, Section 3.0, of the Statement of Work (Attachment A).

L.19 LABORATORY EVALUATION

As part of the Government's responsibility determination prior to award, the apparent successful offeror shall be subjected to a preaward laboratory site evaluation. The site evaluation will be conducted in accordance with the protocol described in Event Sequence for Preaward Site Evaluation (Attachment H-1). The government reserves the right to deviate from the sequence of events described herein should circumstances warrant such a deviation. Any

such determination to deviate will be made by the Contracting Officer.

Following the Event Sequence is the Laboratory Evaluation Checklist (Attachment H-2) which serves as guidance to the on-site audit and will be completed by the Government as part of the laboratory site evaluation.

L.20 NOTICE TO OFFERORS CONCERNING FALSE REPRESENTATION OF EPA ENDORSEMENT

Neither the award of a contract nor the successful analysis of blind performance evaluation samples (PE-samples) and/or Method Detection Limit Study (MDLs) during contract performance constitutes a certification, accreditation, or endorsement of the contractor's laboratory by the U.S. Environmental Protection Agency. Allegations of unfair or deceptive advertisements which claim Agency endorsement will be referred to the Federal Trade Commission for action pursuant to Section 6(f) of the Federal Trade Commission Act, 15 USC 46. The Federal Trade Commission has statutory authority to investigate alleged violations of federal law prohibiting unfair methods of competition and to settle such matters through the issuance of consent orders to cease and desist. FTC regulations concerning such matters may be found at 16 CFR, Part 2.

L.21 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)

Agency protests shall be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protestor may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any subsequent protest to the GAO must be filed within 10 days of knowledge of the Contracting Officer's adverse decision.

L.22 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for

bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility located at EPA Headquarters, 401 M Street, S.W., Washington, D.C., and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the

dock, packages are routed to EPA's mailroom in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, **NO** overnight delivery service packages are delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 401 M Street, S.W.
 Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals: Date Time
 Solicitation Number: _____
 Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ronald Reagan Building, 6th Floor
 1300 Pennsylvania, Ave
 Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date Time
 Solicitation Number: _____
 Offeror's Name and Address: _____

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EVALUATION OF PRICE

The evaluation methodology described in Section L in the Price Proposal Instructions shall constitute the method used to evaluate an offeror's price for purposes of contract award. The Government will not select an offeror for award on the basis of a superior capability without concern for the amount of its price.

M.3 SPECIAL STANDARDS OF RESPONSIBILITY

(a) EVALUATION OF LABORATORY QUALITY ASSURANCE PROGRAM PLAN

The laboratory quality assurance plan (LQAP) as described in the Section L of the solicitation will be evaluated as acceptable or unacceptable. The LQAP must include all required elements in Exhibit E, Paragraph 3.2, of the Statement of Work (Attachment A) to be considered acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's price, an offeror that submits a plan that is ultimately unacceptable after the completion of discussions will not be eligible for a contract award.

(b) ON-SITE LABORATORY EVALUATION

The on-site laboratory visit will be conducted as described in the Section L of the solicitation and will be evaluated as acceptable or unacceptable. Notwithstanding the laboratory evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's price, an offeror that is ultimately unacceptable after the completion of the on-site laboratory evaluation will not be eligible for contract award. The purpose of the evaluation is to accomplish the following:

- (i) Verify the technical and management capabilities (such as the QA program, sample analysis, reporting, and standardization) of the laboratory;
- (ii) Verify that the instrumentation required for performance under the contract is in place and operating at the time of contract award;
- (iii) Discuss Performance Evaluation (PE) Sample results;
- (iv) Identify areas of expertise and weaknesses in laboratory

operations; and,

- (v) Discuss the MDL results.

Attachment H-1, "Event Sequence for Preaward Site Evaluation", describes the process which will generally be used by the Government during a site evaluation. The Government reserves the right to deviate from the sequence of events described herein should circumstances warrant it. Any such determination to deviate will be made by the Contracting Officer.

Following the Event Sequence is the Laboratory Evaluation Checklist (Attachment H-2) which serves as guidance to the on-site evaluation and will be completed by the Government as part of the laboratory site evaluation.

M.4 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.5 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

- (b) Technical Evaluation Criteria:

The evaluation process will be divided into two (2) phases. During Phase One the Government will evaluate each offeror's written technical proposal on the basis of (i) corporate experience, (ii) laboratory facilities and

equipment, (iii) personnel, and (iv) organization's past performance as presented in the written technical proposal. All offerors determined to be in the competitive range at the conclusion of Phase One will be evaluated on their ability to perform and to deliver data package for Performance Evaluation (PE) Sample Analysis (Phase Two). The Government will evaluate the results from the analyses and deliverable packages. During Phase Two all offerors remaining in the competitive range upon completion of PE Sample Analysis will be evaluated on their ability to perform the services required in the Labor Hour Pool on the basis of an Oral Presentation (Phase Two).

For the purpose of evaluation, offerors are advised that all elements and subfactors cited in Section L, "Instructions for the Preparation of Written Technical Proposals (Phase One)", should be discussed and included in the applicable section. Although only those listed subfactors will be point scored it is incumbent upon the offeror to include the information regarding a particular subject in the applicable proposal location.

The technical evaluation consists of four (4) evaluation criteria in Phase One and three (3) evaluation criteria in Phase Two.

The evaluation are listed below along with the points possible for each element:

Phase One

A. Capability		30 points
A.1. Corporate Experience	10 points	
A.2. Facility and Equipment	10 points	
A.3. Personnel	10 points	
B. Past Performance		25 points

Phase Two

C. Demonstration of Technical Ability		30 points
C.1. Performance Evaluation Sample Analysis and Data Package	15 points	
C.2. Oral Presentation	15 points	
Total	100 points	

Description of Evaluation Criteria

Offerors will be evaluated based on written proposals, as explained below:

A. CAPABILITY -- PHASE ONE (30 points)

1. Corporate Experience (10 points)

The offeror will be evaluated on its corporate experience and capability in performing and managing sample preparation and analytical procedures, performing QA/QC procedures, accurate documentation, their ability to provide analytical services similar in scope (routine and non routine protocol) and complexity to the requirements specified in the statement of work within

similar turnaround time frames. The offeror will be evaluated on its experience performing routine analytical services and non routine similar to the ones which will require the use of the labor hour pool.

2. Facility and Equipment (10 points)

Offerors will be evaluated on their ability to provide the laboratory equipment and facilities necessary (1) to ensure sufficient resources to maintain a successful operation, and (2) to perform the methods described in the statement of work (routine and non routine). Offerors will be evaluated on the extent to which their facilities demonstrate efficient operations and ensure high level of quality assurance and quality control. Offerors will be evaluated on the quantity and variety of their laboratory equipment inventory to provide support for routine and non-routine analytical services ordered through the Labor Hour Pool. The availability of state of the art instrumentation is a desirable feature for which the Government may be willing to pay. Offerors will be evaluated on their demonstrated availability of a maintenance program (including data systems).

3. Personnel (10 points)

a. Key Personnel: Offerors will be evaluated on the demonstrated availability, education and experience of the proposed key personnel. The proposed key personnel will be evaluated against the minimum qualification requirements for education and relevant experience stated in Attachment B, Minimum Qualifications. The offeror will be evaluated on the availability of the personnel proposed and discussion on how the staffing and availability requirements described in Section L have been met.

b. Other Personnel: The offerors will be evaluated on their ability to provide the required qualified personnel, other than key personnel, identified in Attachment B, Minimum Qualifications. The personnel will be evaluated against the minimum qualification requirements for education and relevant experience. The offeror will be evaluated on the availability of the personnel proposed and discussion on how the staffing and availability requirements described in Section L have been met.

B. PAST PERFORMANCE (25 points) -- Phase One

Offerors' Past Performance will be evaluated using the Past Performance Questionnaire forms (Attachment D) based on the information obtained when the U.S. EPA contacts the references provided on Attachments G-1 and the list of corporate experience. Offerors will be evaluated on previous customer satisfaction in areas including quality of data produced (data substantiated with QC procedures), timeliness of performance, effectiveness of management (including subcontractors), initiative displayed in meeting requirements (timeliness and technical capability), response to technical direction, responsiveness to performance problems, compliance with cost estimates, customer satisfaction and overall performance. All areas will be equally weighted.

In the case of an offeror with respect to which there is no information on past contract performance or with respect to which information on past performance is not available, the offeror may not be evaluated favorably or

unfavorably on the fact of past performance. When a determination is made by the Contracting Officer that an offeror has no relevant past performance experience, past performance will receive a neutral rating.

If an offeror chooses not to supply the past performance information requested in Section L, and the Government becomes aware that the offeror, in fact, has relevant past performance information, the Contracting Officer may consider the offeror ineligible for contract award.

C. DEMONSTRATION OF TECHNICAL ABILITY (30 points) -- PHASE TWO

1. Performance Evaluation Sample (PES) Analysis and Performance Evaluation Sample (PES) Data Package (15 points)

a. PE Sample Analyses Results: Offerors will be evaluated on the demonstrated ability to follow the analytical methods prescribed and the degree to which they meet the minimum accuracy (as set forth in Attachment G-4, Performance Evaluation Sample (PES) Score Sheet) of all parameters analyzed. Each sample in the data package shall be evaluated separately and each sample must receive a passing score. Offerors will be evaluated on the analytical results from the PE Sample Analysis. An offeror which does not meet the acceptable minimum score of equal to or greater than 75% for the PE Sample Analysis will not receive any further consideration for contract award.

b. Data Package: The PE sample data package shall be evaluated for all offerors receiving a score of equal to or greater than 269 points for the PES Analysis. Offerors will be evaluated on the demonstrated ability to provide a Data Package which meets the minimum accuracy (as set forth in Attachment G-5, Performance Evaluation Sample (PES) Data Package Score Sheet). An offeror which does not meet the acceptable minimum score of equal to or greater than ___ points for the Data Package will not receive any further consideration for contract award.

The Data Packages of offerors who meet the minimum accuracy for both the PE Sample Analysis and Data Package will be evaluated to ensure that the QC procedures were applied, at the proper frequency, within the acceptance limits, and corrective actions were performed as required. Emphasis will be placed, in order of importance, on the following elements of the data package: Quality Control Requirements, Reporting and Deliverables, Raw Data, and EPA Shipping/Receiving Documents.

Note: Offerors shall be aware that their initial response for this criterion will be the only response evaluated and scored. Discussions will not be conducted, clarifications will not be requested and no interrogatories will be asked for this criterion. Revisions to the initial response to the PE sample will not be requested nor will they be considered for evaluation.

2. ORAL PRESENTATIONS (15 points) -- PHASE TWO

All offerors determined to be in the competitive range will be evaluated on their demonstrated ability to adequately analyze and report samples with non-routine requirements. Offerors will be evaluated during an oral presentation (via telephone conferencing) and as reflected in any materials and references made during the oral presentation. The offeror will be

evaluated on the completeness of the response or approach to handling a given scenario, how realistic the assumptions are, the intuitive aspects of the response and the applicability/effectiveness of the proposed QA/QC. The oral presentation will be in the format of a "Pop Quiz" whereby the offerors will receive the scenario five (5) hours prior to the scheduled conference call.